

Subject: Re: *Confidential: Benchmarking/Sharing Session - Supplier Cyber Security
Date: Sun, 3 Feb 2019 19:41:58 -0500
From: "(b) (6)" <(b) (6)@us.ibm.com>
To: Alan Thomas - Q <alan.thomas@gsa.gov>, "(b) (6)" <(b) (6)@us.ibm.com>
Cc: "(b) (6)" <(b) (6)@us.ibm.com>, Kelley Artz - QV <kelley.artz@gsa.gov>, Mark Lee - QV <mark.lee@gsa.gov>
Message-ID: <OF276D4846.A764EC93-ON00258397.00037AF4-85258397.0003D7D6@notes.na.collabserv.com>
MD5: cca323cff89ace2b041f878a3e0c8d3c

Thanks very much, Alan.

Hi Kelley, will look to set up some time with you soon to discuss. The request to benchmark came from two of our SVPs (specifically, John Kelly and Michelle Browdy on our Cybersecurity Advisory Committee).

Hi (b) (6), please set up 30 minutes with Kelley for tomorrow afternoon, if possible - but if not, for later this week (will work around the Trust & Compliance Summit).

(b) (6)
(b) (6)
1 North Castle Drive, Armonk, NY 10504 (1B-117)
(914) 765-4293 (b) (6)
Assistant: (b) (6) (914) 765-6620

PREPARED BY IBM ATTORNEY / PRIVILEGE REVIEW REQUIRED

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■ Alan Thomas - Q ---01/31/2019 05:29:45 PM---Hi Dan, Yes ... we recently hired a senior leader, Kelley Artz, for supply chain

From: Alan Thomas - Q <alan.thomas@gsa.gov>
To: (b) (6) <(b) (6)@us.ibm.com>
Cc: (b) (6) <(b) (6)@us.ibm.com>, Kelley Artz - QV <kelley.artz@gsa.gov>, Mark Lee - QV <mark.lee@gsa.gov>
Date: 01/31/2019 05:29 PM
Subject: Re: *Confidential: Benchmarking/Sharing Session - Supplier Cyber Security

Hi Dan,

Yes ... we recently hired a senior leader, Kelley Artz, for supply chain risk management to help guide our approach to these types of issues. She is copied along with Mark Lee who leads policy and compliance for us and to whom Kelley reports.

See you next Friday.

Best,

Alan

Alan B. Thomas, Jr.
Commissioner, Federal Acquisition Service
General Services Administration

For scheduling please contact Alex Mobeka at alexandra.mobeka@gsa.gov

On Thu, Jan 31, 2019 at 3:27 PM (b) (6) <(b) (6)@us.ibm.com> wrote:
hi Alan.. hope you are doing well.. look forward to catching up next Friday in Washington.. quick question: we are doing some work to assess and enhance our supplier cyber security requirements and wanted to see if we could benchmark with your team, share ideas, best practices, etc.. things like - contractual requirements being

placed on GSA suppliers from cyber perspective, expectations of suppliers from a readiness/protection perspective, ongoing supplier cyber audit program, any legislation you are working to stay ahead of, etc etc.. is there someone on your staff that has expertise in this space and would be willing to meet with some of the IBM team working these items?? copying Frank Fontana on this note - he is on point for the IBM team and would help coordinate from our perspective..

thanks!!

(b) (6)

IBM Transformation & Operations

Assistant: (b) (6) [@us.ibm.com](mailto:(b) (6)@us.ibm.com), (b) (6)



Phone: 1-919-254-7820 | **Mobile:** (b) (6)
E-mail: (b) (6) [us.ibm.com](mailto:(b) (6)@us.ibm.com)

3039 E
Cornwallis Rd
Research
Triangle Park,
NC 27709-2195
United States

Subject: Re: Fw: Task Order Extensions under our old GSA IT 70 Schedule
Date: Thu, 7 Sep 2017 15:24:40 -0400
From: Mark Lee - QV <mark.lee@gsa.gov>
To: (b) (6) us.ibm.com>
Cc: Stephanie Shutt <stephanie.shutt@gsa.gov>
Message-ID: <CAH9TMheXJPfJNrpuXs4P8p3nYd9efDZK7+RxV9m+ic+rKKrUnw@mail.gmail.com>
MD5: 2dae8d7bb3c73083558bca3ba04e48f1

Hi (b) (6) -

My team is drafting a response to you. We will aim to respond shortly.

Thanks,

Mark J. Lee
Assistant Commissioner
Office of Policy and Compliance
Federal Acquisition Service
(202) 510-8015

On Thu, Sep 7, 2017 at 2:55 PM, (b) (6) @us.ibm.com> wrote:

Stephanie and/or Mark. Per my earlier note/question - can you confirm USAID's understanding? Basically if the customer has an order that is exercised prior to the expiration of the GSA Schedule ending, can they extend that order?

Thanks!

Sincerely,

(b) (6)

IBM Global Government Industry
6710 Rockledge Drive
Bethesda, MD 20817

(b) (6)

Backup Contact: (b) (6)

(b) (6) @us.ibm.com

----- Forwarded by Sherry Stauffer/Bethesda/IBM on 09/07/2017 02:48 PM -----

From: (b) (6) /Bethesda/IBM
To: (b) (6) /Bethesda/IBM@IBMUS
Date: 09/07/2017 02:27 PM
Subject: Task Order Extensions under our old GSA IT 70 Schedule

(b) (6)

Per our conversation, here's the email from the USAID CO. Please let us know what GSA says.

(b) (6)

IBM US Federal
phone: (b) (6)
fax: [845-214-9025](tel:845-214-9025)

----- Forwarded by Erin G Neill/Bethesda/IBM on 09/07/2017 02:13 PM -----

From: Joseph Lentini <jlentini@usaid.gov>

To: (b) (6) @us.ibm.com>
Cc: Darby Schlaht <dschlaht@usaid.gov>, (b) (6) @us.ibm.com>, Rose Russo <rrusso@usaid.gov>, Shannon Deristel <sderistel@usaid.gov>, (b) (6) @us.ibm.com>, June Liu (b) (6) @us.ibm.com>
Date: 09/06/2017 11:54 AM
Subject: Re: Discussion - Impacts of Expiring IBM GSA Schedule (Round II)

(b) (6) can I get a summary of the issues/concerns?

We are allowed to continue or extend an existing task order after the expiration of GSA Schedule contract, so I'm not clear how the expiration of your GSA Schedule contract would impact us.

On Wed, Sep 6, 2017 at 11:13 AM, (b) (6) @us.ibm.com> wrote:
Description

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Joe Lentini
USAID Office of the Chief Information Officer
Contracting Officer
Chief, M/CIO/PAD/AM
PY2, Room 11-218
1300 Pennsylvania Avenue, NW
Washington, DC 20523
Phone: 703-666-5495
Email: jlentini@usaid.gov

This communication contains procurement-sensitive information that is protected from disclosure by the Procurement Integrity Act and other applicable federal laws, as well as communications that fall within USAID's attorney-client and deliberative process privileges. Procurement sensitive information cannot be disclosed, and the attorney client and deliberative process privileges cannot be waived or otherwise relinquished, without consultation with a USAID lawyer, and approval by the Director of the client office, OAA.

Subject: Re: Question/Advice Clause 52.216-22
Date: Wed, 6 Sep 2017 18:07:32 -0400
From: Judith Zawatsky - QOA <judith.zawatsky@gsa.gov>
To: (b) (6) @us.ibm.com>
Cc: Mark Lee <mark.lee@gsa.gov>, "Stephanie Shutt (QV0CD)" <stephanie.shutt@gsa.gov>
Message-ID: <CAHNcbSV=Az8jTtU9oNRR7Y_22Ed3ipya76BwKqLhYa7Npx81Bg@mail.gmail.com>
MD5: e33190cd8763a0ccb22457fa9842a511

Hi (b) (6)

Great to hear from you and I hope you are doing well.

For a policy question around MAS, I am referring you to Mark Lee, now the Assistant Commissioner for Policy and Compliance (nee Acquisition Management) as well as Stephanie Shutt, now the acting Director of the MAS PMO.

(b) (6)

J

On Tue, Sep 5, 2017 at 10:32 PM, (b) (6) @us.ibm.com> wrote:

Hi (b) (6), it has been a long time since we talked, I hope all is well. I know you were involved in supporting/crafting the clause that allows for Option Extensions to go beyond the expiration of the Schedule, so I am hoping you can confirm my understanding of the clause. We have a customer that plans to exercise their final Option period that will continue beyond the expiration date of the Schedule. The Option is priced with a ceiling amount. If the Option POP ends prior to completion of the work effort, the customer has asked if they can extend that period of performance. The clause they would like to use is the Continuity of Services Clause 52.237-3 (assuming the contract ceiling is still in place). Do you see any problems with this approach?. I believe it is doable since the ceiling of the Option has not been reached and the order is within the 60 month timeframe after expiration of the schedule.

Thanks (b) (6)

[Options on Orders Placed Against GSA Multiple Award Schedule \(MAS\) Contracts](#)

Options may be included on orders placed against GSA Multiple Award Schedule (MAS) contracts, provided that the options are clearly stated in the requirement and are evaluated as part of the ordering activity's best value determination. Such options may be exercised on GSA Schedule contract orders, provided that:

- | Funds are available;
- | The requirement covered by the option fulfills an existing government need;
- | Prior to exercising an option, the ordering activity ensures that it is still in the government's best interest, i.e., that the option is the most advantageous method of fulfilling the government's need, price, and other factors considered;
- | The term for each order placed under the Schedule contract is specified in the order. Under no circumstances may an order be placed under the Schedule contract if the Schedule contract has expired, or has been terminated or cancelled by the government;
- | Pricing on an order, including options, does not exceed pricing on the Schedule contract. Pricing for any order, including options, must be in place prior to the award of any order including those extending beyond the Schedule contract ordering period; and
- | Options on orders are not exercised beyond the ordering period of the Schedule contract, including Schedule contract option year periods, **unless** the Schedule contracts includes clause 52.216-22 (Oct 1995) which provides in the fill-in for orders to extend up to 60 months beyond contract expiration. Before placing an order it is advisable to verify that the FSS Schedule contract has FAR 52.216-22 (Oct 1995) to allow for the exercise of options on orders beyond

the contract period. However, no orders or options on orders may extend more than 60 months after the expiration of the FSS Schedule contract.

The length of the order and the risk to the ordering activity could be considered as part of the overall evaluation of best value.

(b) (6)

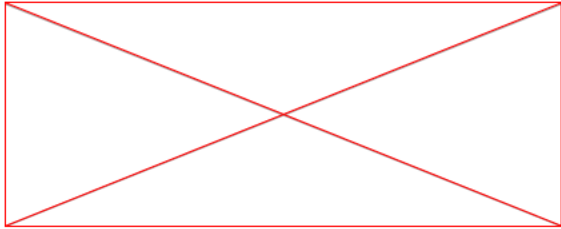
IBM Global Government Industry
6710 Rockledge Drive
Bethesda, MD 20817

(b) (6)

Backup Contact: (b) (6)

@us.ibm.com

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Subject: Re: Question/Advice Clause 52.216-22
Date: Thu, 7 Sep 2017 13:40:45 -0400
From: (b) (6) @us.ibm.com>
To: Mark Lee <mark.lee@gsa.gov>, "Stephanie Shutt (QV0CD)" <stephanie.shutt@gsa.gov>
Cc: "Judith Zawatsky - Q0A" <judith.zawatsky@gsa.gov>
Message-ID: <OFAFEB75D4.30814344-ON00258194.0060E25D-85258194.00611D8D@notes.na.collabserv.com>
MD5: c88dcd86137f9a5b2395aeb733e6fcc2

Thank you Judith

Mark or Stephanie, I appreciate your assistance with this inquiry. If it would be better to discuss my question, please feel free to call me at 301-803-3983.

Sincerely,

(b) (6)

6710 Rockledge Drive
Bethesda, MD 20817

(b) (6)

Backup Contact: (b) (6)
@us.ibm.com

☑ Judith Zawatsky - Q0A ---09/06/2017 06:07:37 PM---Hi (b) (6) Great to hear from you and I hope you are doing well.

From: Judith Zawatsky - Q0A <judith.zawatsky@gsa.gov>
To: (b) (6) @us.ibm.com>
Cc: Mark Lee <mark.lee@gsa.gov>, "Stephanie Shutt (QV0CD)" <stephanie.shutt@gsa.gov>
Date: 09/06/2017 06:07 PM
Subject: Re: Question/Advice Clause 52.216-22

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Great to hear from you and I hope you are doing well.

For a policy question around MAS, I am referring you to Mark Lee, now the Assistant Commissioner for Policy and Compliance (nee Acquisition Management) as well as Stephanie Shutt, now the acting Director of the MAS PMO.

That said, can we catch up after work one day?

J

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Sincerely,

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6710 Rockledge Drive
Bethesda, MD 20817

(b) (6)

Backup Contact: (b) (6)
@us.ibm.com

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